

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

WALLACE NEWMAN GEORGE, JR.,

Defendant.

No. 16-04004-01-CR-C-BCW

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. **The Parties.** The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Tammy Dickinson, United States Attorney, and Michael S. Oliver, Assistant United States Attorney, and the defendant, Wallace Newman George, Jr. ("the defendant"), represented by Mark T. Kempton.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. **Defendant's Guilty Plea.** The defendant agrees to and hereby does plead guilty to the Information charging him with a violation of 18 U.S.C. § 666(a)(1)(A), that is,

theft from an organization receiving federal funds. By entering into this plea agreement, the defendant admits that he knowingly committed this offense, and is in fact guilty of this offense.

3. **Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offenses to which he is pleading guilty are as follows:

Saline County, Missouri (Saline County), was a local government agency incorporated as a Fourth Class County in the State of Missouri. Pursuant to Section 48.020.1 of the Revised Statutes of Missouri (RSMo), Saline County operated under the laws of the State of Missouri applicable to a Second Class County.

Saline County received federal assistance in excess of \$10,000 during each calendar year beginning January 1, 2009, through December 31, 2014, including, but not limited to, funds from the United States Department of Transportation (DOT), Department of Justice (DOJ), General Services Administration (GSA), Department of the Interior (DOI), Department of Health and Human Services (HHS), Election Assistance Commission, and the Department of Homeland Security (DHS). In calendar year 2014, Saline County received approximately \$1,201,383 in federal assistance from these sources.

The elected office holders of Saline County included the County Sheriff, whose duties were defined in Chapter 57 RSMo.

Section 57.380 RSMo required the sheriff in all second class counties to receive, on behalf of the county, all money that accrues to him or his office for official services rendered in civil and criminal matters, by virtue of any statute of this state, and at the end of each month to pay all those monies collected by him to the county treasurer.

The State of Missouri (Missouri) was admitted to the United States on August 10, 1821, as the 24th State. Missouri was governed from Jefferson City, Cole County, Missouri.

Missouri received federal assistance in excess of \$10,000 during each fiscal year (FY) beginning July 1, 2008, through June 30, 2014, including but not limited to, funds from the United States Departments of Health and Human Services (HHS), of Agriculture (USDA), of Labor (DOL), of Education

(DOE), and other federal entities. During FY 2014 and through 313 separate federal programs, Missouri received approximately \$11,490,000,000.

Chapter 548 RSMo specified the procedures for payment of expenses incurred in the extradition or voluntary return of criminal defendants from outside Missouri to the jurisdiction of the appropriate county officer within Missouri. Section 548.241 RSMo specified that all necessary and proper expenses as approved by the Governor shall be paid out of the state treasury to the agent of the Governor, who returned the criminal defendant to Missouri.

In order to obtain a reimbursement under Chapter 548 RSMo, the county sheriff or other agent of the Governor submitted a “claim for return of fugitives” to the Missouri Department of Corrections (Department of Corrections) for payment. After the Department of Corrections reviewed a claim, that claim was certified for payment. Approximately, 75% of the total reimbursement amount was attributable to mileage that was reimbursed at a set rate on a per mile basis. Typically, multiple claims were bundled for payment in a single check drawn on the state treasury and mailed to the county sheriff or other agent of the Governor.

The defendant was appointed as acting County Sheriff for Saline County, Missouri, in November 1979. The defendant was elected County Sheriff for Saline County, Missouri, on December 18, 1979, and has held office since that time.

Beginning at least as early as November 27, 2009, the defendant, as the Sheriff of Saline County, assigned Saline County Sheriff’s Deputies to transport prisoners extradited or voluntarily returned from outside Missouri to Saline County.

Beginning at least as early as November 27, 2009, the defendant, as the Sheriff of Saline County, submitted claims to the State of Missouri for expenses incurred in the extradition or the voluntary return of criminal defendants from outside Missouri to Saline County.

As a result of these claims and at various times relevant to this Information, the State of Missouri issued reimbursement checks made payable to “Saline County-Sheriff,” and mailed those checks to P.O. Box 366, Marshall, MO 65340.

Beginning in 2002, the official mailing address for the Saline County Sheriff's Office was P.O. Box 366, Marshall, MO 65340.

On or about, March 28, 2006, GEORGE opened a free checking account number xxx xxx 385, at Wood & Huston Bank in Marshall, Saline County, Missouri (hereinafter "WHB 385"). The defendant shared this account with his wife as "Tenants by the Entirety."

Beginning at least as early as January 28, 2010, the defendant without lawful authority converted to his own use reimbursement checks paid by the State of Missouri to the Saline County Sheriff's Office for expenses incurred in the extradition or voluntary return of criminal defendants from outside Missouri to Saline County.

At various times since January 28, 2010, the defendant cashed reimbursement checks at Wood & Huston Bank. At various times, the defendant deposited portions of a reimbursement checks into WHB 385, while retaining a portion for himself. At various times, the defendant deposited reimbursement checks into WHB 385.

Between January 28, 2010, and June 30, 2015, the defendant cashed at Wood & Huston Bank and partially deposited and deposited into WH 385, approximately 34 extradition reimbursement checks with an aggregate value of approximately \$97,083.05. Approximately, \$71,994.09 of this total represented reimbursement, at a set per mile rate, of the miles driven to effect each extradition or voluntary return.

Between July 1, 2013, and June 30, 2014, the Saline County Sheriff's Office received 6 reimbursement checks for expenses incurred in the extradition or voluntary return of criminal defendants from outside Missouri to Saline County in the aggregate amount of \$30,969.32. The defendant deposited each of those checks into WHB 385.

Between July 1, 2013, and June 30, 2014, at Jefferson City, Cole County, and at Marshall, Saline County, both within the Western District of Missouri, and elsewhere, the defendant, knowingly embezzled, stole, obtained by fraud, and otherwise without authority converted to the use of himself, property valued at \$5,000.00 or more and owned by or under the care, custody, and control of the State of Missouri and Saline County, that is, the taxpayer funds, all of which were owned by the State of Missouri and Saline County, which the defendant unlawfully embezzled, stole, obtained by fraud, and without lawful authority converted from the State of Missouri and Saline County by depositing check number 7081874, payable

to County of Saline – Sheriff and drawn on the Missouri state treasury in the amount of \$9,592.24, into WHB 385, all in violation of Title 18, United States Code, Section 666(a)(1)(A).

Thus, the defendant admits that he obtained \$6,832.63 prior to 2010, \$8,075.39 in 2010, \$8,665.60 in 2011, \$6,319.07 in 2012, \$11,970.58 in 2013, \$25,530.80, in 2014, and \$11,517.13 during 2015.

RESTITUTION

The defendant admits that as a result of the scheme and offense alleged in the Information an aggregate total of \$78,911.20 is due to Saline County and the State of Missouri. As a result of this admission, the defendant agrees to the entry of a restitution order in the total amount of \$78,911.20, of which \$51,162.09 is payable to Saline County, Missouri, \$27,749.14, and is payable to the State of Missouri.

4. **Use of Factual Admissions and Relevant Conduct.** The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including the calculation of the defendant’s offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in any dismissed counts of the indictment as well as all other uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charge to which he is pleading guilty.

5. **Statutory Penalties.** The defendant understands that upon his plea of guilty to the Information charging him with theft from an organization receiving federal funds, the maximum penalty the Court may impose is not more than ten years of imprisonment, a

\$250,000 fine, not more than three years of supervised release, a mandatory order of restitution and a \$100 mandatory special assessment per felony count of conviction which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class C felony.

6. **Sentencing Procedures.** The defendant acknowledges, understands and agrees to the following:

- a. In determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";
- b. The Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;
- c. In addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three years and that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;
- d. If the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to two years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three years less the term of imprisonment imposed upon revocation of the defendant's first supervised release;
- e. The Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;
- f. Any sentence of imprisonment imposed by the Court will not allow for parole;

g. The Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

h. The defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

7. **Government's Agreements.** Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses that may be prosecuted under Title 18, United States Code, and that are related to the theft of funds from the State of Missouri and Saline County for which it has venue and which arose out of the defendant's conduct described above. The defendant understands that the United States Attorney for the Western District of Missouri is not authorized to make agreements regarding the prosecution of federal criminal offenses that are prosecutable under Title 26, United States Code. Additionally, the United States Attorney's Office for the Western District of Missouri agrees to recommend a total sentence of no more than twelve months and one day imprisonment, not more than three years of supervised release, no fine, mandatory restitution to Saline County in the amount of \$51,162.09, and to the State of Missouri in the amount of \$27,749.14, resulting in an aggregate amount of \$78,911.20.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts

of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. **Defendant's Agreements.** The defendant agrees to resign his office as County Sheriff of Saline County, Missouri, immediately and with immediate effect. The defendant further agrees, immediately, to disclose to the United States and surrender to Saline County, Missouri, any and all property, wherever located, in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property of any type held by a spouse, nominee or other third party, that were purchased with Saline County funds, or any funds or property obtained through the sale, barter or other disposition of property purchased with Saline County funds. As a result, the defendant agrees to immediately surrender \$44,480 in United States Currency to the

Saline County Treasurer and to immediately pay an additional \$34,431.20 in the form of two cashier's checks, one in the amount of \$27,749.14 payable to the State of Missouri, and one in the amount of \$6,682.06 payable to the Saline County Treasurer.

9. **Preparation of Presentence Report.** The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the counts to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

10. **Withdrawal of Plea.** Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his pleas of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant

understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

11. **Agreed Guidelines Applications.** With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

- a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";
- b. The applicable Guidelines Manual is the one that took effect on November 1, 2015;
- c. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2B1.1, which provides for a base offense level of 6 in § 2B1.1(a)(2); an 6-level upward adjustment for loss amount in § 2B1.1(b)(1)(E); a 2-level upward adjustment for misrepresentations that he was acting as a government actor in § 2B1.1(b)(9)(A); and a 2-level upward adjustment for use of sophisticated means;
- d. The defendant abused a position of trust as set forth in § 3B1.3, so that a 2-level upward adjustment applies;
- e. The defendant has admitted his guilt and clearly accepted responsibility for his actions, and has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty pleas, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

f. The defendant's criminal history category is Category I. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

g. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

h. Notwithstanding the agreed Guidelines calculation, the United States agrees to recommend a sentence of no more than twelve months and one day imprisonment, not more than three years of supervised release, no fine, mandatory restitution to Saline County in the amount of \$51,162.06, and to the State of Missouri in the amount of \$27,749.14, resulting in an aggregate amount of \$78,911.20, and defendant remains free to seek a downward departure from the Guidelines or a sentence outside the Guidelines range, including a sentence of probation. The agreement by the parties is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable";

i. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

j. The defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.

12. **Effect of Non-Agreement on Guidelines Applications.** The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

13. **Change in Guidelines Prior to Sentencing.** The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

14. **Government's Reservation of Rights.** The defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charges in the Information;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and
- d. oppose any post-conviction motions for reduction of sentence, or other relief.

15. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

16. Waiver of Appellate and Post-Conviction Rights.

a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct; and

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

17. Financial Obligations. By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court must order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the information and all other uncharged related criminal activity;

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine;

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant's disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full;

d. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence;

e. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$200 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing;

f. The defendant certifies that he has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make no such transfers in the future; and

g. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

18. **Waiver of FOIA Request.** The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

19. **Waiver of Claim for Attorney's Fees.** The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

20. **Defendant's Breach of Plea Agreement.** If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his pleas of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

21. **Defendant's Representations.** The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance,

advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

22. IRS Authority To Use Restitution Order as the Basis for a Civil Assessment.

If the Court orders the defendant to pay restitution to the IRS for the failure to pay tax, either directly as part of the sentence or as a condition of supervised release, the IRS will use the restitution order as the basis for a civil assessment, pursuant to 26 U.S.C. § 6201(a)(4). The defendant does not have the right to challenge the amount of this assessment. *See* 26 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution payment schedule nor the defendant's timely payment of restitution according to that schedule will preclude the IRS from administrative collection of the restitution-based assessment, including levy and distraint under 26 U.S.C. § 6331.

23. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

24. **Standard of Interpretation.** The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting

this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Tammy Dickinson
United States Attorney

By

Dated: 2/9/16

/S/
Michael S. Oliver
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the Information. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 2/9/16

/S/
Wallace Newman George, Jr.
Defendant

I am defendant George's attorney. I have fully explained to him his rights with respect to the offenses charged in the Information. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, George's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 2/9/16

/S/
Mark T. Kempton
Attorney for Defendant